

## Bureau of Land Management, Interior

## § 2885.16

### § 2885.12 What rights does a grant or TUP convey?

The grant or TUP conveys to you only those rights which it expressly contains. BLM issues it subject to the valid existing rights of others, including the United States. Rights which the grant or TUP conveys to you include the right to:

- (a) Use the described lands to construct, operate, maintain, and terminate facilities within the right-of-way or TUP area for authorized purposes under the terms and conditions of the grant or TUP;
- (b) Allow others to use the land as your agent in the exercise of the rights that the grant or TUP specifies;
- (c) Do minor trimming, pruning, and removing of vegetation to maintain the right-of-way or TUP area or facility;
- (d) Use common varieties of stone and soil which are necessarily removed during construction of the pipeline, without additional BLM authorization or payment, in constructing the pipeline within the authorized right-of-way or TUP area; and
- (e) Assign the grant or TUP to another, provided that you obtain BLM's prior written approval.

### § 2885.13 What rights does the United States retain?

The United States retains and may exercise any rights the grant or TUP does not expressly convey to you. These include the United States' right to:

- (a) Access the lands covered by the grant or TUP at any time and enter any facility you construct on the right-of-way or TUP area. BLM will give you reasonable notice before it enters any facility on the right-of-way or TUP area;
- (b) Require common use of your right-of-way or TUP area, including subsurface and air space, and authorize use of the right-of-way or TUP area for compatible uses. You may not charge for the use of the lands made subject to such additional right-of-way grants;
- (c) Retain ownership of the resources of the land covered by the grant or TUP, including timber and vegetative or mineral materials and any other living or non-living resources. You have

no right to use these resources, except as noted in § 2885.12 of this subpart;

- (d) Determine whether or not your grant is renewable; and
- (e) Change the terms and conditions of your grant or TUP as a result of changes in legislation, regulation, or as otherwise necessary to protect public health or safety or the environment.

### § 2885.14 What happens if I need a right-of-way wider than 50 feet plus the ground occupied by the pipeline and related facilities?

- (a) You may apply to BLM at any time for a right-of-way wider than 50 feet plus the ground occupied by the pipeline and related facilities. In your application you must show that the wider right-of-way is necessary to:
  - (1) Properly operate and maintain the pipeline after you have constructed it;
  - (2) Protect the environment; or
  - (3) Provide for public safety.
- (b) BLM will notify you in writing of its finding(s) and its decision on your application for a wider right-of-way. If the decision is adverse to you, you may appeal it under § 2881.10 of this part.

### § 2885.15 How will BLM charge me rent?

- (a) BLM will charge rent beginning on the first day of the month following the effective date of the grant or TUP through the last day of the month when the grant or TUP terminates. *Example:* If a grant or TUP becomes effective on January 10 and terminates on September 16, the rental period would be February 1 through September 30, or 8 months.
- (b) There are no reductions or waivers of rent for grants or TUPs.
- (c) BLM will set or adjust the annual billing periods to coincide with the calendar year by prorating the rent based on 12 months.
- (d) If you disagree with the rent that BLM charges, you may appeal the decision under § 2881.10 of this part.

### § 2885.16 When do I pay rent?

- (a) You must pay rent for the initial rental period before BLM issues you a grant or TUP.

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(b) You make all other rental payments according to the payment plan described in § 2885.21 of this subpart.

(c) After the first rental payment, all rent is due on January 1 of the first year of each succeeding rental period for the term of your grant.

### **§ 2885.17 What happens if I pay the rent late?**

(a) If BLM does not receive the rent payment within 15 calendar days after the rent was due under § 2885.16 of this subpart, BLM will charge you a late payment fee of \$25.00 or 10 percent of the rent you owe, whichever is greater, not to exceed \$500 per authorization.

(b) If BLM does not receive your rent payment and late payment fee within 30 calendar days after rent was due, BLM may collect other administrative fees provided by statute.

(c) If BLM does not receive your rent, late payment fee, and any administrative fees within 90 calendar days after the rent was due, BLM may terminate your grant under § 2886.17 of this part and you may not remove any facility or equipment without BLM's written permission. The rent due, late payment fees, and any administrative fees remain a debt that you owe to the United States.

(d) If you pay the rent, late payment fees, and any administrative fees after BLM has terminated the grant, BLM does not automatically reinstate the grant. You must file a new application with BLM. BLM will consider the history of your failure to timely pay rent in deciding whether to issue you a new grant.

(e) You may appeal any adverse decision BLM takes against your grant or TUP under § 2881.10 of this part.

### **§ 2885.18 When must I make estimated rent payments to BLM?**

To expedite the processing of your application for a grant or TUP, BLM may estimate rent payments and require you to pay that amount when it issues the grant or TUP. The rent amount may change once BLM determines the actual rent of the grant or TUP. BLM will credit you any rental overpayment, and you are liable for any underpayment. This section does

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not apply to rent payments made under the rent schedule in this part.

### **§ 2885.19 What is the rent for a linear right-of-way?**

(a) Except as noted in paragraph (b) of this section, BLM will use the Per Acre Rent Schedule at § 2806.20(b) of this chapter to calculate the rent. The Per Acre Rent Schedule is updated annually in accordance with § 2806.21 of this chapter.

(b) BLM may determine your rent using the methods described in § 2806.50 of this chapter, rather than by using the rent schedule cited in paragraph (a) of this section if the rent determined by comparable commercial practices or an appraisal would be 10 or more times the rent from the schedule.

(c) Once you are on a rent schedule, BLM will not remove you from it, unless:

(1) The BLM State Director decides to remove you from the schedule under paragraph (b) of this section; or

(2) You file an application to amend your grant.

(d) You may obtain the current linear right-of-way rent schedule from any BLM state or field office or by writing: Director, BLM, 1849 C St., NW., Mail Stop 1000 LS, Washington, DC 20240. BLM also posts the current rent schedule on the BLM Homepage on the Internet at <http://www.blm.gov>.

### **§ 2885.20 How will BLM calculate my rent for linear rights-of-way the schedule covers?**

(a) BLM calculates your rent by multiplying the rent per acre for the appropriate category of use and county zone price from the current schedule by the number of acres in the right-of-way or TUP area that fall in those categories and multiplying the result by the number of years in the rental period.

(b) If BLM has not previously used the rent schedule to calculate your rent, we may do so after giving you reasonable written notice.

### **§ 2885.21 How must I make rent payments for my grant or TUP?**

(a) For TUPs you must make a one-time nonrefundable payment for the term of the TUP. For grants, you must